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EMPLOYBRIDGE, LLC and REAL TIME STAFFING
SERVICES, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

WESLEY MATIMBA, an individual and on
behalf of other similarly situated individuals
and the State of California,

Plaintiff,

vs.

EMPLOYBRIDGE, LLC; REAL TIME
STAFFING SERVICES, LLC; and DOES 1-
50,

Defendants.

) Case No. 21STCV46986

) Assigned for All Purposes To:

) Judge: Kevin C. Brazile

) Dept: 20

) **JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF PAGA ACTION**

) Action Filed: December 27, 2021

1 This Joint Stipulation of Settlement and Release of PAGA Action (“Agreement”) is made
2 and entered into between Plaintiff Wesley Matimba (“Plaintiff”), individually and on behalf of the
3 proposed PAGA Group, (defined below), and Defendants Employbridge, LLC and Real Time
4 Staffing Services, LLC (“Real Time”) (Employbridge and Real Time collectively, “Defendants”).
5 This Agreement is subject to approval of the Court and is made for the sole purpose of attempting
6 to consummate settlement of the Action (as defined below) on a PAGA basis subject to the
7 following terms and conditions. As detailed below, in the event the Court does not enter an order
8 granting approval of the PAGA Settlement (as defined below) and enter judgment, or the
9 conditions precedent are not met for any reason, this Agreement is void and of no force or effect
10 whatsoever.

11 1. **DEFINITIONS**

12 As used in this Agreement, the following terms shall have the meanings specified below.
13 To the extent terms or phrases used in this Agreement are not specifically defined below, but are
14 defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

15 1.1 **Action**. “Action” shall mean this civil action entitled *Wesley Matimba v.*
16 *Employbridge, LLC, et al.*, Los Angeles County Superior Court Case No. 21STCV46986, filed on
17 or about December 27, 2021, and the underlying PAGA Notice sent to the Labor and Workforce
18 Development Agency (“LWDA”) by Plaintiff on October 19, 2021 and amended PAGA Notice
19 sent by Plaintiff on June 16 , 2023.

20 1.2 **Approval and Fairness Hearing**. “Approval and Fairness Hearing” shall mean
21 the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement.
22 At this hearing, the Court will consider PAGA Counsel’s application for Attorneys’ Fees and
23 Expenses, the PAGA Representative Incentive Award, the Administration Expenses, and approval
24 of the PAGA Payment. The proposed Order Granting Approval and Entering Judgment is attached,
25 in substantial form, as **Exhibit B**.

26 1.3 **Approval Date**. “Approval Date” shall mean the date upon which the Court
27 enters an order granting approval of the PAGA Settlement and enters Judgment.

28 1.4 **Claims**. “Claims” shall mean the claims and theories asserted and causes of

1 action alleged in the Action, or that could have been alleged in the Action, including the PAGA
2 penalties alleged in the Action.

3 1.5 **Court.** “Court” shall mean the Superior Court of California, County of Los
4 Angeles.

5 1.6 **Defendants.** “Defendants” shall mean Employbridge, LLC and Real Time
6 Staffing Services, LLC, and includes any of their officers, directors, executives, partners,
7 managers, owners, shareholders, members, employees, agents, attorneys, any of their former and
8 present parents, subsidiaries, successors, assigns and affiliates, and their officers, directors,
9 managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other
10 successors, assigns, or legal representatives.

11 1.7 **Defense Counsel.** “Defense Counsel” shall mean David G. Hagopian, Garrett
12 V. Jensen and Robyn E. Frick of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800,
13 Irvine, California 92612.

14 1.8 **Effective Date.** “Effective Date” shall be the later of the time when: (i) the date
15 of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or
16 the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance
17 of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any
18 appeal from the Judgment or the final dismissal of any proceeding to review the Judgment,
19 provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or
20 withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a
21 form substantially identical to the form of the Final Approval Order entered by the Court, and the
22 time to petition for review with respect to any appellate decision affirming the Final Approval
23 Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters final
24 approval of the settlement and the Judgment approving this Agreement.

25 1.9 **Enhancement Payment** means a monetary award subject to Court approval of
26 up to Seven Thousand Five Hundred Dollars (\$7,500) that will be paid to Plaintiff pursuant to
27 Section 5.6 of this Agreement.
28

1.10 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount totaling \$250,000.00, to be paid by Defendants in full settlement of the Released Claims asserted in this case. The Net Settlement Amount available to Settlement Group Members in Individual Settlement Payments is Sixty-Two Thousand Five Hundred Dollars (\$62,500), or 25% of the Gross Settlement Amount. The remaining 75% of the Gross Settlement Amount, which shall represent the LWDA’s 75% share of the civil penalties recovered, shall be split as follows: (a) Settlement Administration Fees; (b) Attorneys’ Fees and Costs; (c) an Enhancement Award to Plaintiff (if any), with the remainder of the 75% of the Gross Settlement Amount to be paid to the LWDA.. In no event shall Defendants be required to pay more than the Gross Settlement Amount.

1.11 **Individual Settlement Payment.** “Individual Settlement Payment(s)” shall mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA Member based on the number of his or her drug tests in the PAGA Period in relation to the aggregate number of drug tests by the Settlement Group during the PAGA Period.

1.12 **LWDA Payment.** “LWDA Payment” shall mean 75% of the Gross Settlement Amount less (a) Settlement Administration Fees; (b) Attorneys’ Fees and Costs; and (c) an Enhancement Award to Plaintiff (if any).

1.13 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean 25% of the Gross Settlement Amount or Sixty-Two Thousand Five Hundred Dollars (\$62,500).. The Parties intend that the NSA shall be sufficient to pay all valid claims of Settlement Group Members. Accordingly, if for any reason the total value of Individual Settlement Payments to Settlement Group Members exceeds this amount, then payment to each Settlement Group Member will be adjusted on a pro-rated basis so that the total payout to Settlement Group Members does not exceed the NSA.

1.14 **PAGA:** “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*

1.15 **PAGA List:** “PAGA List” shall mean the information for each PAGA Member which Defendants shall compile from their business records and provide to the Administrator for

1 purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a
2 readable, ready to use, MS Excel spreadsheet, which will provide for each Settlement Class
3 Member, the following information: (a) full name; (b) last-known mailing address; (c) telephone
4 numbers; (d) Social Security number; (e) dates of employment; and (f) number of number of drug
5 tests during the PAGA Period. The PAGA List will be provided to the Settlement Administrator
6 within 21 days of Defendants receiving written notification that the Court granted approval of the
7 Settlement.

8 1.16 **PAGA Counsel:** “PAGA Counsel” refers to Dennis F. Moss, Ari E. Moss and
9 Jeremy F. Bollinger, MOSS BOLLINGER LLP, 15300 Ventura Blvd., Suite 207, Sherman Oaks,
10 CA 91403.

11 1.17 **PAGA Counsel’s Attorneys’ Fees and Expenses:** “PAGA Counsel’s
12 Attorneys’ Fees and Expenses” shall mean PAGA Counsel’s attorneys’ fees and expenses
13 to be requested and subject to approval by the Court at the time of the Approval Hearing in an
14 amount not to exceed \$87,500.00 for attorneys’ fees and in an amount not to exceed \$12,000.00 for
15 expenses.

16 1.18 **PAGA Member(s):** “PAGA Member(s)” and “Settlement Group Members”
17 shall mean all current and former non-exempt employees of Defendants who underwent drug
18 testing and were onboarded during the PAGA Period.

19 1.19 **PAGA Period.** “PAGA Period” means the period from October 19, 2020
20 through June 15, 2023.

21 1.20 **PAGA Release.** See Released Claims.

22 1.21 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendants.

23 1.22 **Plaintiff.** “Plaintiff” and “PAGA Representative” shall mean Plaintiff Wesley
24 Matimba.

25 1.23 **Released Claims.** “Released Claims” shall mean all claims and theories that
26 were set forth, or that could have been set forth based on the facts alleged in the Action during the
27 PAGA Period, including but not limited to under California Labor Code sections 201-203
28 (including 201.3), 226, 1194, 1197, 2698 *et seq.*, and related IWC Wage Orders, based on

1 Defendant's alleged failure to pay wages for all hours worked during the time spent undergoing
2 drug testing, and derivative liability for failure to provide accurate wage statements, failure to
3 timely pay all wages, and failure to timely pay all wages upon cessation of employment), as well as
4 the additional theory of liability for failure to pay for all hours worked during the time spent
5 onboarding, and derivative liability theories for failure to provide accurate wage statements, failure
6 to timely pay all wages, and failure to timely pay all wages upon cessation of employment.

7 1.24 **Released Parties.** "Released Parties" shall mean Employbridge, LLC and Real
8 Time Staffing Services, LLC, and includes its parents, subsidiaries, and affiliates and related
9 corporations, brands, companies or entities (including, but not limited to, EmployBridge Holding
10 Company, Inc.), client-employers, employees, agents, directors, officers, partners, joint venturers,
11 investors, representatives, lawyers, grantors, vendors, transferors, assignors, beneficiaries, grantees,
12 vendees, transferees, assigns, insurers, and each of their respective past and present parents,
13 subsidiaries, affiliates, associates, owners, members, stockholders, predecessors, successors,
14 assigns, employees, agents, directors, officers, partners, joint venturers, franchises, investors,
15 representatives, lawyers, grantors, vendors, transferors, assignors, beneficiaries, grantees, vendees,
16 transferees, assigns, insurers, and all persons acting by, through, under, or in concert with them, or
17 any of them.

18 1.25 **Settlement.** "Settlement" shall mean the settlement between Parties, which is
19 memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

20 1.26 **Settlement Administrator.** "Settlement Administrator" or "Administrator"
21 shall mean the third-party settlement administrator selected by the Parties and to be approved by
22 the Court, which the Parties have agreed will be responsible for administration of the Settlement
23 and related matters.

24 1.27 **Settlement Group.** "Settlement Group" or "Settlement Group Members" shall
25 mean all PAGA Members.

26 1.28 **Settlement Letter.** "Settlement Letter" shall mean the letter accompanying the
27 Individual Settlement Payments attached, in substantial form, as **Exhibit A.**

1 2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2 2.1 On December 27, 2021, Plaintiff filed the Action in Los Angeles Superior Court.

3 2.2 The Parties agreed to mediate with Todd Smith, Esq., and Plaintiff requested,
4 and received, informal discovery to evaluate the claims and theories alleged. With the continued
5 assistance of the mediator, they were able to resolve the matter, the terms of which were
6 memorialized in a Memorandum of Understanding executed by the Parties.

7 2.3 The Parties and their respective counsel believe this Agreement reflects a fair,
8 adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of
9 arms'-length negotiations, facilitated by an experienced and neutral mediator, taking into account
10 all relevant factors, present and potential.

11 3. **ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF**
12 **THE SETTLEMENT**

13 3.1 The investigation and extensive exchange of information and informal discovery
14 conducted in this matter, as well as discussions between counsel have been adequate to give PAGA
15 Counsel an understanding of the merits of the Parties' respective positions and to evaluate the
16 worth of the claims of the Settlement Group. The information and data exchanged by the Parties
17 prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits
18 of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

19 3.2 The Parties recognize and acknowledge the expense and delay of continued
20 lengthy proceedings necessary to prosecute the Action against Defendants through trial and through
21 appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of
22 continued litigation in complex actions such as this, as well as difficulties and delays inherent in
23 such litigation, as well as trying the claims of the Settlement Group. PAGA Counsel believes that
24 the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the
25 Settlement Group Members and that an independent review of this Agreement by the Court in the
26 approval process will confirm this conclusion. Based on their own independent investigation and
27 evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the
28 best interests of Plaintiff and the Settlement Class Members.

1 4. **NO ADMISSION OF ANY LIABILITY**

2 4.1 This Agreement represents a compromise and settlement of highly disputed
3 claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed
4 to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any
5 of the allegations or claims made against Defendants in the Action. Defendants deny each and all
6 of Plaintiff's allegations in their entirety.

7 4.2 Nothing in this Agreement, the Memorandum of Understanding nor any action
8 taken or made in implementation thereof, nor any statements, discussions, or communications, nor
9 any materials prepared, exchanged, issued, or used during the course of the negotiations leading to
10 the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced,
11 be used, or be admissible in any way in this case or any other judicial, arbitral, administrative,
12 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
13 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
14 in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the
15 Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement
16 or any orders or judgments of the Court entered into in connection therewith.

17 4.3 The Parties agree that Plaintiff's motion for approval of the Settlement and
18 Defendants' agreement thereto is for purposes of the Settlement only. If, for any reason, the
19 Settlement is not approved, this Agreement will not be admissible in this or any other proceeding
20 as evidence that (i) the Action should proceed forward, or (ii) Defendants are liable to Plaintiff or
21 the Settlement Group Members as Plaintiff alleged. In the event that this Agreement is not
22 approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable,
23 Defendants will not be deemed to have waived, limited, or affected in any way any of their
24 objections or defenses in the Action, including, but not limited to, their ability to move to compel
25 arbitration, raise defenses in opposition to the Action, contest the merits of the claims and theories
26 alleged, etc.

27 5. **SETTLEMENT CONSIDERATION**

28 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The Gross

1 Settlement Amount and other actions and forbearances taken by Defendants shall constitute
2 adequate consideration for the Settlement and will be made in full and final settlement of: (a) the
3 Released Claims, (b) PAGA Counsel's Attorneys' Fees and Expenses, (c) Administration
4 Expenses, (d) LWDA Payment, (e) Enhancement Award to Plaintiff (if any) and (d) the Individual
5 Settlement Payments to Settlement Group Members, and any other obligation of Defendants under
6 this Agreement.

7 5.2 **Payments to Settlement Group Members.** Each Settlement Group Member
8 shall be eligible to receive an Individual Settlement Payment. The Parties understand that
9 Settlement Group Members who receive an Individual Settlement Payment pursuant to this
10 Agreement shall be solely responsible for any and all other individual tax obligations associated
11 with the payment.

12 5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
13 under the Settlement will modify any previously credited hours, days, or weeks or service under
14 any employee benefit plan, policy or bonus program sponsored by Defendants (or their affiliates,
15 parents or successors). Such amounts will not form the basis for additional contributions to, benefit
16 under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies or
17 bonus programs, if any. The payments made under the terms of this Settlement shall not be applied
18 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form
19 of compensation for the purposes of any of Defendants' benefit plans, policies or bonus programs,
20 if any. Defendants retain the right to modify the language of their benefits plans, policies and
21 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
22 Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar
23 measuring term as defined by applicable plans, policies and bonus programs for purpose of
24 eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or
25 benefits are not required by this Agreement. Defendants do not consider the Individual Settlement
26 Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any
27 benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendants (or
28 their affiliates, parents or successors), if any.

1 5.4 **PAGA Counsel Attorneys' Fees and Expenses.** As part of the motion for
2 approval of the Settlement, PAGA Counsel may submit an application for an award of Attorneys'
3 Fees and Expenses. Defendants agree not to object to any such fee, cost or expense application in
4 line with this Agreement and in an amount not to exceed 35% (meaning, \$87,500) of the Gross
5 Settlement Amount for attorneys' fees and \$12,000 for costs. As a condition of this Settlement,
6 PAGA Counsel has agreed to pursue fees and costs only in the manner reflected by this Agreement.
7 Any PAGA Counsel Attorneys' Fee and Expenses awarded by the Court shall be paid from the
8 75% of the Gross Settlement Amount allocated as penalties to the LWDA. If the PAGA Counsel
9 voluntarily reduces the request for Attorneys' Fees and Expenses or the Court's award is less than
10 set forth above, the difference shall be re-allocated to the LWDA Payment.

11 The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work
12 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
13 represent the Settlement Group through the date of this Agreement; (b) all work to be performed
14 and costs to be incurred in connection with approval by the Court of the Settlement set forth in this
15 Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection
16 with administering the Class Settlement through the Effective Date; and (d) may be based on the
17 Catalyst Theory and/or Common Fund Doctrine.

18 5.5 **Payment of PAGA Counsel Attorneys' Fees and Expenses.** PAGA Counsel
19 Attorneys' Fees and Expenses as awarded by the Court shall be paid by the Settlement
20 Administrator within thirty (30) days of the Effective Date.

21 5.6 **Payment of the Enhancement Payment to Plaintiff.** Subject to Court approval,
22 Plaintiff shall receive the Enhancement Payment for his services as PAGA representative and in
23 exchange for a general release of Plaintiff's claims. Defendants will not oppose this request. The
24 Enhancement Payment will be paid from the 75% of the Gross Settlement Amount allocated as
25 penalties to the LWDA and is not allocated as payment to any PAGA Group Member. Plaintiff shall
26 be paid the Court-awarded Enhancement Payment no later than thirty (30) calendar days after
27 Defendants provides the Settlement Administrator with the Gross Settlement Amount. To the extent
28 that the Court approves less than the amount of the Enhancement Payment that Plaintiff requests, the

1 difference between the requested and awarded amount will be reallocated to the LWDA Payment.

2 Because it is the intent of the Parties that the Enhancement Payment represent payment
3 to Plaintiff for services performed on behalf of the PAGA Group Members and not to be
4 considered wages, the Settlement Administrator will not withhold any taxes from the Enhancement
5 Payment. The Enhancement Payment will be reported on an IRS Form 1099, which the Settlement
6 Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law.

7 5.7 **Payment of LWDA Payment.** The LWDA Payment shall be paid by the
8 Settlement Administrator within thirty (30) days of the Effective Date.

9 6. **ADMINISTRATION COSTS AND EXPENSES**

10 6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses
11 due to the Settlement Administrator in connection with its administration of the Settlement
12 described in the Agreement, including, but not limited to, formatting and mailing the Settlement
13 Letter and Individual Settlement Payments, performing a National Change of Address database
14 search to update Settlement Group Members addresses prior to the mailing, performing skip-traces
15 to locate and update Settlement Group Members' addresses, calculating, and distributing Individual
16 Settlement Payments, and any other tasks requested by the Parties or by the Court, among other
17 tasks as reflected within this Agreement, will be paid through the 75% of the Gross Settlement
18 Amount allocated to penalties to the LWDA.

19 7. **FUNDING AND DISTRIBUTION**

20 7.1 **Funding of the Gross Settlement Amount.** The Settlement Administrator will
21 provide Defendants with its bank wire instructions to establish the Qualified Settlement Fund
22 (QSF).

23 Within five (5) days of the Effective Date, Defendants shall transmit the Gross Settlement
24 Amount to the Settlement Administrator.

25 7.2 **Distribution of the Gross Settlement Amount.** Within 30 calendar days of the
26 Effective Date, the Administrator will pay to Settlement Group Members, their Individual
27 Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded
28 Attorneys' Fees and Litigation Expenses Payment; to the LWDA, the Court-approved LWDA

1 Payment; Enhancement Award to Plaintiff (if any); and to the Administrator, the Court-awarded
2 Administration Fees and Expenses.

3 7.3 **Non-Cashed Settlement Checks.** Settlement Group Members shall have one
4 hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after
5 one hundred eighty (180) days will be sent to the Controller of the State of California to be held
6 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of
7 those Settlement Group Members whose checks were voided.

8 8. **NULLIFICATION OF THIS AGREEMENT**

9 8.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to
10 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
11 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is
12 reversed, modified or declared or rendered void, then the Settlement shall be considered null and
13 void, and neither the Settlement nor any of the related negotiations or proceedings shall be of any
14 force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice,
15 as if the Settlement has been neither entered into nor filed with the Court. Notwithstanding the
16 foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to
17 facilitate approval. In the event the Court awards less than the requested amounts for
18 Administration Fees, PAGA Counsel's Attorneys' Fees and Expenses, Enhancement Award to
19 Plaintiff (if any), or the PAGA Payment, the difference shall become part of the Net Settlement
20 Amount.

21 8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall
22 invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that
23 the remaining provisions of the Settlement are to remain in full force and effect.

24 8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the
25 Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to
26 fund the Gross Settlement Amount or take any other actions required by this Agreement until all
27 appeal rights have been exhausted by operation of law.

1 9. **MOTION OR STIPULATION FOR COURT APPROVAL**

2 9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a
3 Motion or Stipulation for an Order Granting Approval of the Settlement.

4 10. **RELEASES AND WAIVERS**

5 10.1 **Settlement Group Members' Release.** Upon the Effective Date, Plaintiff, the
6 Settlement Group Members, and the State of California vis-à-vis the LWDA shall hereby release
7 the Released Parties for the Released Claims for the PAGA Period.

8 10.2 **Release of Claims by Plaintiff.** Plaintiff, on behalf of himself and each of his
9 past, present, or future aliases, agents, representatives, heirs, executors, administrators, successors,
10 beneficiaries, grantees, transferees, and assigns shall and does forever release, discharge and agree
11 to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,
12 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
13 demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown,
14 at law or in equity, which he may now have or may have after the entering of this Agreement,
15 arising out of or in any way connected with his employment with or assignment(s) with Defendants
16 including, the Released Claims, claims that were asserted or could have been asserted in the
17 Complaint(s), Action, and any and all transactions, occurrences, or matters between the Parties.
18 Without limiting the generality of the foregoing, this release shall include, but not be limited to,
19 any and all claims under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the
20 Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as
21 amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Standards Act,
22 as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as
23 amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of
24 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California
25 Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code;
26 (p) the California Government Code; (q) the California Civil Code; and (r) any and all other
27 federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all
28 claims based on constitutional, statutory, common law or regulatory grounds as well as any other

claims based on the theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, overtime, wages, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiffs hereby forever release, discharge and agree to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Agreement. Plaintiff specifically acknowledges that he is aware and familiar with the provisions of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits he may have under Section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery existence of such different or additional facts.

11. DUTIES OF THE PARTIES

11.1 Mutual Full Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best

1 efforts, including all effects contemplated by this Agreement and any other efforts that may become
2 necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as
3 practicable after execution of this Agreement, PAGA Counsel, with the cooperation of Defendants
4 and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final
5 approval of this Agreement.

6 11.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all
7 of the terms of the Settlement in good faith and to support the Settlement fully and to use their best
8 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

9 12. **MISCELLANEOUS PROVISIONS**

10 12.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except
11 for matters expressly represented herein, the facts in relation to the dispute and all claims released
12 by the terms of this Agreement may turn out to be other than or different from the facts now known
13 by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party
14 therefore expressly assumes the risk of the existence of different or presently unknown facts, and
15 agrees that this Agreement shall be in all respects effective and binding despite such difference.

16 12.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they
17 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
18 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
19 action, or right herein released and discharged except as set forth herein.

20 12.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to
21 be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any
22 other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or
23 wrongdoing toward each other or any other person. Each of the Parties has entered into this
24 Agreement with the intention to avoid further disputes and litigation with the attendant
25 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by
26 Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action.
27 Nothing herein shall constitute any admission by Defendants regarding the merits of the Claims in
28 this Action. Nothing herein shall constitute an admission by Defendants that the Action was

properly brought as a representative action other than for settlement purposes. To the contrary, Defendants have denied and continue to deny each and every material factual allegation and all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

12.4 **Media or Press.** Plaintiff and Defendants, and their respective counsel, agree to limit public comment on this Settlement, the Action, and claims in the Action, stating that the matter has been resolved to the satisfaction of the Parties. Plaintiff and Defendants, and their respective counsel shall not initiate public comment and/or discuss with or present to the media or press.

12.5 **Construction.** The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. If any of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

12.6 **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

12.7 **Captions and Interpretations.** Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

12.8 **Modification.** This Agreement may not be changed, altered, or modified, except in writing signed by the Parties, or their representatives, and approved by the Court. This

1 Agreement may not be discharged except by performance in accordance with its terms or by a
2 writing signed by the Parties.

3 12.9 **Integration Clause.** This Agreement contains the entire agreement between the
4 Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
5 prior or contemporaneous agreements, understandings, representations, and statements, whether
6 oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No
7 rights under this Agreement may be waived except in writing as provided above.

8 12.10 **Successors and Assigns.** This Agreement shall be binding upon and inure to
9 the benefit of the Parties and Settlement Group Members and their respective present and former
10 heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
11 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
12 benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint
13 ventures, predecessors, successors, and assigns.

14 12.11 **Corporate Signatories.** Any person executing this Agreement or any such
15 related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants
16 and promises, for the benefit of all Parties hereto, that such person has been duly authorized by
17 such corporation or partnership to execute this Agreement or any such related document.

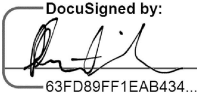
18 12.12 **Execution in Counterparts.** This Agreement shall become effective upon its
19 execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and
20 execution of counterparts shall have the same force and effect as if all Parties had signed the same
21 instrument.

22 12.13 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically
23 provided for herein, each Party shall bear their or its own attorneys' fees, costs and expenses,
24 taxable or otherwise, incurred by them in or arising out of the Action and shall not seek
25 reimbursement thereof from any other Party to this Agreement.

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the date
3 of the latest signature.

4
5 Dated: 6/19/2023

Plaintiff

6
7 By:  63FD89FF1EAB434... Wesley Matimba

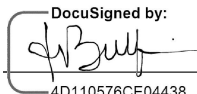
8
9 Dated: June __, 2023

Defendant Real Time Staffing Services, LLC

10
11
12 By: _____
13 Gunnar Gooding, Regional President
14 On behalf of Real Time Staffing Services, LLC
and Employbridge, LLC

15 Dated: 6/19/2023

MOSS BOLLINGER LLP

16
17 By:  4D110576CE04438... Dennis F. Moss
18 Jeremy F. Bollinger
19 Attorneys for Plaintiff
20 Wesley Matimba

21 Dated: June __, 2023

CDF LABOR LAW LLP

22
23
24 By: _____
25 David G. Hagopian
26 Attorneys for Defendants
27 Real Time Staffing Services, LLC and Employbridge, LLC
28

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the date
3 of the latest signature.

4
5 Dated: _____

Plaintiff

6
7
8 By: _____
Wesley Matimba

9 Dated: June 19, 2023

Defendant Real Time Staffing Services, LLC

10
11
12 By: _____
Gunnar Gooding, Regional President
On behalf of Real Time Staffing Services, LLC
and Employbridge, LLC

13
14
15 Dated: _____

MOSS BOLLINGER LLP

16
17
18 By: _____
Dennis F. Moss
Jeremy F. Bollinger
Attorneys for Plaintiff
Wesley Matimba

19
20
21 Dated: June 19, 2023

CDF LABOR LAW LLP

22
23
24 By: _____
David G. Hagopian
Attorneys for Defendants
Real Time Staffing Services, LLC and Employbridge, LLC

EXHIBIT A

TRANSMITTAL OF INDIVIDUAL SETTLEMENT AWARD

Wesley Matimba v. Employbridge, LLC, et al.
Superior Court of the State of California for the County of Los Angeles
Case No. 21STCV46986

Dear Settlement Group Member Name:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Los Angeles County Superior Court as *Wesley Matimba v. Employbridge, LLC, et al.*, which has been designated case number 21STCV46986 (the “Lawsuit”). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit

The Lawsuit was filed on December 27, 2021, by Wesley Matimba (“Plaintiff”), a former employee of Real Time Staffing Services, LLC (“Real Time”). In the Lawsuit, Plaintiff alleged that he and other non-exempt employees of Real Time and EmployBridge, LLC (“EmployBridge”) (Real Time and EmployBridge are collectively referred to as “Defendants”) experienced violations of the California Labor Code by Defendants. Specifically, Plaintiff alleged that Defendants violated the sections of the California Labor Code including sections 201-203 (including 201.3), 226, 1194, 1197, 2699 and related IWC Wage Orders, based on Defendant’s alleged failure to pay wages for all hours worked during the time spent undergoing drug testing, and derivative liability for failure to provide accurate wage statements, failure to timely pay all wages, and failure to timely pay all wages upon cessation of employment), as well as the additional theory of liability for failure to pay for all hours worked during the time spent onboarding, and derivative liability theories for failure to provide accurate wage statements, failure to timely pay all wages, and failure to timely pay all wages upon cessation of employment. Based thereon, the Lawsuit sought civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), which is codified at California Labor Code section 2698 et seq., on behalf of the State of California and all current and former non-exempt employees of Defendants who underwent drug testing and were onboarded from October 19, 2020 through June 15, 2023.

Defendants deny the allegations in the Lawsuit. Defendants contends that they followed lawful policies and practices and that Plaintiff and the other non-exempt employees at issue in the Lawsuit were properly, timely and accurately paid in accordance with the law, received accurate wage statements, and were timely paid for all wages at separation.

The merits of the Lawsuit have not been determined. On **Approval Date**, however, the Los Angeles County Superior Court approved a settlement of the Lawsuit.

II. Why the Settlement Check Is Being Sent to You

The settlement approved by the Los Angeles County Superior Court on **Approval Date** involves a payment of civil penalties and the reimbursement of the attorney’s fees and litigation costs incurred by Plaintiff in furtherance of the lawsuit. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement are being paid to the California Labor and

Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement are being distributed to the current and former non-exempt employees of Defendants who underwent drug testing and were onboarded from October 19, 2020 through June 15, 2023 (the “Settlement Group”). The enclosed settlement check is being sent to you, because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of drug tests between October 19, 2020 and June 15, 2023 (the “Settlement Period”) relative to the number of drug tests of the entire Settlement Group. Specifically, the enclosed settlement check was calculated as follows:

Your settlement check will remain negotiable for 180 days. If you do not cash, deposit, or negotiate your settlement check within 180 days, the check will become void and any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Group Members whose checks were voided.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

Although you are not a “party” to the Lawsuit, the Superior Court’s order and judgment approving the settlement of the Lawsuit binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by the State of California itself. As a result, the judgment entered upon settlement of the Lawsuit is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate the enclosed settlement check.

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. Should you seek tax advice or have tax questions relating to your receipt of the enclosed check, you should direct them your own personal tax advisor.

VI. Where to Get More Information

Do not call or contact the Los Angeles County Superior Court about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general. If you have questions about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general, you may contact the Settlement Administrator at [INSERT CONTACT INFORMATION].

Dated: INSERT DATE

EXHIBIT B

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**
12

13 **WESLEY MATIMBA**, an individual, and on
14 behalf of other similarly situated individuals and
the State of California

15 Plaintiffs,

16 vs.

17 **EMPLOYBRIDGE, LLC; REAL TIME**
18 **STAFFING SERVICES, LLC; and DOES 1-**
19 **50,**

20 Defendants.
21
22
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Case No. 21STCV46986

[Assigned for all purposes to Hon. Kevin C. Brazile,
Dept. 20]

**[PROPOSED] FINAL JUDGMENT AND ORDER
OF DISMISSAL**

Hearing Date: July 13, 2023
Time: 8:30 a.m.
Dept.: 20

Reservation ID: 525497795618

1 On July 13, 2023, Plaintiff Wesley Matimba’s motion for approval of the Settlement Agreement
2 between the above-captioned parties came on regularly for hearing pursuant to the California Private
3 Attorneys General Act, Labor Code section 2699, *et seq.* (“PAGA”). Appearances were as stated in the
4 record. Having considered the motion, the Settlement Agreement, all supporting documents, and the
5 arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s motion is GRANTED.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Court hereby approves the parties’ proposed Joint Stipulation of Settlement and Release of
8 PAGA Action (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Jeremy F. Bollinger,
9 entered into between Plaintiff as an individual and on behalf of the State of California and as an
10 “aggrieved employee” acting as private attorney general under PAGA, on the one hand, and Defendants
11 Employbridge, LLC, and Real Time Staffing Services, LLC (collectively, “Defendants”) on the other, as
12 follows:

13 1. All capitalized terms used here and not otherwise defined shall have the same meaning as
14 given in the Settlement Agreement.

15 2. The Court has jurisdiction over the subject matter of this action, all PAGA Members, the
16 State of California, and Defendants.

17 3. The Court finds and determines that the parties have satisfied the requirements of Section
18 2699(l)(2) of PAGA, by submitting the Settlement Agreement to the Labor Workforce and Development
19 Agency (“LWDA”).

20 4. The Court APPROVES the parties’ Settlement Agreement adjudging the terms thereof to
21 be fair, reasonable, and adequate and directing consummation of its terms and provisions.

22 5. The Court APPROVES the Notice of Settlement (referred to as “Settlement Letter”),
23 attached as Exhibit A to the Settlement Agreement, as to form and content, and directs the Settlement
24 Administrator to distribute it along with the Settlement shares to the PAGA Members pursuant to the
25 terms of the Settlement Agreement.

26 6. The Court APPROVES the parties’ Settlement Agreement in favor of Plaintiff and the
27 PAGA Members in the Gross Settlement Amount of \$250,000.

28 7. The Court APPROVES and APPOINTS Simpluris, Inc. to administer the Settlement.

1 8. The Court APPROVES and ORDERS that, of the Gross Settlement Amount, twenty-five
2 percent (or \$62,500) is to be distributed to the PAGA Members and seventy-five percent shall be
3 allocated to the LWDA pursuant to Section 2699(i) of PAGA. The Court further APPROVES and
4 ORDERS that from the seventy-five percent allocated to the LWDA, \$87,500 is awarded as attorneys'
5 fees paid to Plaintiff's Counsel Moss Bollinger, LLP, \$10,611.23 is awarded as litigation costs paid to
6 Plaintiff's Counsel Moss Bollinger, LLP, \$7,500 is awarded to the PAGA Representative/Plaintiff
7 Wesley Matimba as an Enhancement Payment, and \$7,302 is awarded as administrative costs paid to the
8 Settlement Administrator. The remaining amount of \$74,586.77 is to be distributed to the LWDA.

9 9. Pursuant to section 7.3 of the Settlement Agreement, any funds associated with
10 uncashed checks after one hundred eighty (180) calendar days will be sent to the Controller of the State
11 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq.,
12 for the benefit of those Settlement Group Members whose checks were voided.

13 10. The Lawsuit is hereby DISMISSED WITH PREJUDICE and without costs to any party,
14 other than as specified in the Settlement Agreement and this Order.

15 11. In consideration of the Gross Settlement Amount provided under the Settlement
16 Agreement, and for other good and valuable consideration, each of the PAGA Member and the State of
17 California shall, by operation of this Judgment, irrevocably release, acquit, and forever discharge
18 Defendants and the Released Parties, as defined in the Settlement Agreement, of all claims and theories
19 that were set forth, or that could have been set forth based on the facts alleged in the Action during the
20 PAGA Period, including but not limited to under the California Labor Code sections 201-203 (including
21 201.3), 226, 1194, 1197, 2698 et seq., and related IWC Wage Orders, based on Defendants' alleged
22 failure to pay wages for all hours worked during the time spent undergoing drug testing and performing
23 onboarding tasks, and derivative liability for failure to provide accurate wage statements, failure to timely
24 pay all wages, and failure to timely pay all wages upon cessation of employment (collectively "Released
25 Claims").

26 12. As a result of this Judgment, the PAGA Representative/Plaintiff, the State of California,
27 and all PAGA Members are barred from prosecuting any claims covered by the release set forth in the
28 Settlement Agreement against Defendants and the Released Parties.

1 13. This Judgment is the Final Judgment in the suit as to all Released Claims.

2 14. In the event that the Settlement Effective Date does not occur, this Judgment shall be
3 rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the
4 contrary in the Agreement, and without prejudice to the *status quo ante* rights of Plaintiff, PAGA
5 Members, the State of California, and Defendants.

6 **IT IS SO ORDERED.**

7
8 Dated: _____, 2023

Hon. Kevin C. Brazile, Judge of the Superior Court